

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	§	Group Art Unit:	3696
Herman Rodriguez, et al	§		
Serial No.: 10/733,837	§	Examiner:	Oyebisi, Ojo O.
Date Filed: December 11, 2003	§	Confirmation No.:	2209
	§		
Title: E-Check and E-Commerce	§	IBM Docket No.:	AUS920030906US1
	§	Atty Docket No.:	(4028)

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SUMMARY OF EXAMINER INTERVIEWS ON OCTOBER 8 AND
OCTOBER 16, 2009

This paper provides a summary pursuant to MPEP 713.04 of a telephonic Examiner Interview conducted on October 8th and 16th, 2009 between the Examiner and Garland Charpiot, attorney for the Applicants. The Interview was conducted after the mailing of the Final Office Action on June 5, 2009.

During the 10/8/09 Interview, Attorney for Applicants reiterated that Goeller does not scan a check to create “an image” of the check to create a negotiable instrument, nor does Goeller ultimately create a negotiable instrument. Attorney and Examiner first reviewed paragraphs [0002] and [0012]-0013, where Goeller points out that the purpose of the invention is to convert paper checks into “real-time...electronic transactions”, wherein the check authorization can occur in a matter of seconds. As part of the “transaction” Attorney and Examiner reviewed paragraphs [0039], [0043], and [0054], which illustrated that the “scanning” performed in Goeller was directed at “read[ing] identifying information” (as an alternative to manual entry or reading MICR information. Upon discussing the issue in more detail, Examiner and Attorney agreed that Goeller does not create a negotiable instrument. Further, Examiner and Attorney agreed that Goeller does not scan a check to create an “image of the check” inasmuch as “image” refers to a *graphical* image, such as a JPEG graphical format image. Examiner agreed that a limitation directed to a graphical image would be clearly distinguishable from Goeller.

Attorney for Applicants then argued that Drummond does not create a negotiable instrument. Attorney argued that Drummond provides a user with a “remote electronic receipt”, as illustrated in paragraphs [0002] and [0255-0269]. Examiner stated that he would have to take more time to review Drummond before he would agree that Drummond does not create a negotiable instrument.

During the 10/16/09 Interview, Examiner and Attorney briefly discussed the Drummond reference. Attorney and Examiner both agreed that Drummond does not create a “negotiable instrument”. Examiner added that Drummond would be not be used as a reference for creating a negotiable instrument on the next Office action.

Attorney appreciates the additional review given the Drummond reference by the Examiner and looks forward to receiving the next Office action.

Respectfully submitted,

October 22, 2009

Date

/Garland D. Charpiot/

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